

RIGHT OF WAY MANAGEMENT SERVICES 2019

THIS AGREEMENT made and entered into January 1, 2019 by and between Greenfield Municipal Electric Company, with its principal place of business in Indiana (hereinafter called "Company"), and Plant Growth Management Systems, an S-Corporation, with its principal place of business in Niles, Michigan (hereinafter called "contractor"). This agreement shall be evergreen, unless there are mutual changes discussed between parties.

Right-of-Way maintenance terms and limitations are described in Section #1. In order to provide tree growth regulator applications to the Company, parties to this agreement stipulate the following terms and limitations as listed in Section #2.

Section #1 Scope of Agreement

Category: Forestry Field Manager

Duties Include:

1. Planning necessary line clearance work. Necessary work is determined by the following field business criteria.
 - a. Will the tree be in the conductor within the maintenance cycle?
 - b. Is there a greater cost savings removing the tree rather than trimming?
 - c. Is the tree a safety hazard?
 - d. Is the tree within the "System Protection Zone" (will it affect the substation if the tree makes contact with the primary line)?
 - e. If the tree cannot or should not be removed and cannot be trimmed to obtain adequate clearance, should the tree be treated with a growth regulator?
 - Each decision is dictated by the management goals of the customer and the budget available during the maintenance cycle.
2. Making any and all customer contacts regarding removal of trees and brush
3. Auditing completed work and authorizing payment of work
4. Prepare and submit reports as needed to customer relating to the budget and progress of the maintenance program
5. Investigate customer concerns as needed

Hourly fee of \$59.50 includes trained Forestry Manager, cell phone, gas expense, and vehicle.

Category: Operations Manager

Duties include:

1. All of the above duties of Field Manager as needed
2. Management and coordination of Field Managers - *Supervisory duties are typically non-billable*

Hourly fee of \$59.50 includes cell phone, gas expense, and vehicle.

Category: Program Development/Consulting

1. Program Development and Professional Consulting that falls outside of the scope of the contract will be billed at an hourly fee of \$126.00.
2. Duties include:
 - Development of right-of-way management plan
 - Contract development

Category: Per-diem Charge when Applicable

1. There will be a per-diem expense to cover travel costs (i.e.: hotel/food/misc.) for forestry field manager(s) that are assisting the utility's assigned managing field forester. The cost equates to an additional \$15.00/hour per person for hours worked at the utility. The total amount per hour equates to \$74.50/hr. PGMS reserves the right to reduce or waive the per-diem costs at its discretion.

Category: Additional Charges when Applicable

1. Additional charges for items related to facilitating the line clearance program such as tree marking paint, map copies, etc. (charges will be a direct pass through and receipts can be provided)
2. Drive time that is charged to the Company is port-to-port both ways for the Forest Field Manager(s). The drive time that is charged to the Company for Operations Manager, Program Consultant, and additional Forest Field Managers that require per diem costs, will be port-to-port one way only.

Category: Storm Damage/Emergency Response Expectations

1. The management work needed for Storm Damage/Emergency Response that falls outside of the scope of this contract will be billed separately at a regular hourly rate except for hours completed outside of normal working time (i.e.: night & weekends) or additional hours that exceed 40 hours per person per week, which will be billed at time and a half. In regards to the utilizing & reimbursing a Tree Subcontractor(s) for work completed on Storm Damage/Emergency Response work, it will be between the Company and Subcontractor(s).

Section #2 Scope of Agreement

Category: Tree Growth Regulator Application

1. The regulation product used will be ShortStop TGR. All applications shall be completed via soil application.
2. Contractor shall provide the following "post application" information to Greenfield Power & Light.
 - a) Date of application
 - b) Amount of product applied
 - c) Expected date of re-application
3. Contractor shall be responsible for tagging the regulated trees with
 - a) Date of application
 - b) Applicators initials
 - c) Company name
4. Contractor shall be responsible for supplying customer contact information regarding questions about ShortStop TGR.
5. Contractor shall inspect all regulated trees before re-application to insure that re-application is needed.
6. The Contractor shall address resolution of property owner complaints, concerns or questions within two (2) working days.
7. All applications shall be completed using ShortStop TGR in a soil applied form.
8. Contractor shall adhere to all state and federal laws regarding pesticide application.
9. The contract price will be \$74.50 per tree on a production-based system (normal routine maintenance no less than 20 trees to apply within the maintenance cycle). When a tree requires a

chemical volume of 5000 mLs or more for an application, the \$74.50 per tree will not be used, instead a flat fee of \$.015 per mLs will be applied to the cost.

10. In the event the annual number of trees falls below 20, the rate will be an additional \$19.50/tree (the 5000 mLs flat fee will still be in effect – see #9).

Insurance Requirements

1. The Contractor shall take out and maintain throughout the contract period insurance with the following minimum requirements:
 - a) Worker's compensation insurance covering all its workers, in statutory limits, who perform any of the obligations assumed by the Contractor under this agreement.
 - b) Public liability and property damage liability insurance covering all operations under this agreement; limits for bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; limits for property damage not less than \$1,000,000 for each occurrence and \$1,000,000 annual aggregate. The insurance required by this subparagraph shall name Company as additionally insured to the extent of any claim, demand or suit made upon or against Company arising out of any such occurrence.
 - c) Contractor agrees to hold Greenfield Power & Light and the City of Greenfield harmless from any liability, which may arise as a result of the performance of its Forestry Field Manager's & Operations Manager's duties and/or its application of plant growth regulators.
 - d) Automobile liability insurance on all self propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.
 - e) The Company shall have the right at any time to require insurance coverage greater than those required above. In such event, the additional premium or premiums solely as a result of such additional insurance shall be added to the Contract price.
 - f) The Company requires that the policy include Greenfield Power & Light and the City of Greenfield as "additionally insured"
 - g) All insurance policies required under this paragraph shall contain the appropriate endorsement, and cancellation and change language substantially equivalent to the following:

"This insurance will not be canceled by this insurance company nor any changes made in the policy which change, restrict, or reduce the insurance provided, or change the name of the insured, without first giving thirty (30) days notice in writing to 333 South Franklin Street, Greenfield, IN 46104, as evidenced by return receipt of registered or certified mail."
 - h) The Contractor shall provide a certificate of liability insurance to the Company on an annual basis.

In Regards to Recruiting Contractors Employees

During the term(s) of this Agreement and/or for twelve months following its termination, the Company may not directly or indirectly retain the services of or hire any of the Contractor's current or previous employee(s) for activities similar to that of the Agreement's contracted services. This clause is established for the purpose of

compensating the Contractor for expenses related to recruiting, hiring and training employees for services to the Company and other loss revenue due to the employee recruitment.

If it is the Company's desire to utilize the Contractor's current or previous employee(s) within this period of time, the Company will reimburse the Contractor as described in the following schedule:

- Within the first three years of said employee working with the Company on behalf of the Contractor, a conversion fee of 15% for the most recent, averaged 12 months of invoiced costs will be charged to the Company.
- After a minimum of three years of said employee working with the Company on behalf of the Contractor, the conversion fee of 15% for the most recent, averaged 6 months of invoiced costs will be charged to the Company.

Contractual Rights

1. It is expressly understood and agreed between the parties hereto that this agreement is not exclusive and that the Company may in its sole discretion contract with other persons or corporations to perform similar services for it and/or perform such work itself.
2. In the event the Contractor shall violate any of the provisions of this agreement, the Company shall have the immediate right to cancel this agreement and to complete the work undertaken by the Contractor without incurring any liability to the Contractor, other than payment to the Contractor of the fair value to the Company of the work already performed prior to such cancellation.
3. Subject to the restrictions hereinabove contained in regard to subcontracting, this agreement shall be binding upon the successors and assigns of the parties hereto. This agreement shall become effective upon execution and shall continue until the work contemplated hereby has been completed to the reasonable satisfaction of the Company or until otherwise terminated in accordance with other provisions of this agreement, whichever first occurs. In the event either party becomes insolvent, a petition in bankruptcy is filed for or against either party, or either party is placed under state court receivership, then the other party, at its option, may forthwith elect to terminate this agreement without further liability to the other.
4. It is the intention of the parties that Contractor shall at all times and in all respects be deemed an independent, outside contractor in the performance of its duties and responsibilities hereunder. It shall have no authority to act for or bind the Company, except that which is expressly granted by the nature of the work. This Contract shall be interpreted in all respects to be consistent with such independent contractual relationship.
5. Contractor represents and warrants to Company that it is duly authorized to do business within the State of Indiana as of the date of execution hereof. Contractor covenants and agrees to maintain such status during the life of this Contract and that the individuals executing this agreement on behalf of Contractor are duly authorized so to act and bind Contractor. Company makes the same representations to Contractor.
6. This contract is not in any way intended to be a guarantee of work or revenues, and is subject to business constraints of the Company.
7. The contractor hereby covenants on behalf of itself and its subcontractors not to discriminate against an employee or applicant for employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
8. The Contractor will provide the Company with an E-Verify affidavit for the Forest Field Manager assigned to the utility.

IN WITNESS WHEREOF the parties have executed this agreement and any approved Addenda hereto in counterpart original as of the day and year above first written.

"COMPANY – Greenfield Municipal Electric"

BY: _____

ITS: _____

Signature: _____

DATE: _____

"CONTRACTOR – Plant Growth Management Systems"

BY: Laurie Mann
CFO/Owner

Signature: _____

DATE: Jan. 14th, 2019



Meter Department Report Year End 2018

Table 1 Non-Scheduled Overtime vs Scheduled Overtime

Total Non-Payments	Reconnects After Hours	Percentage Comparison %	Overtime Hours	Non-Scheduled Overtime	Scheduled/Other Overtime	Non-Scheduled Overtime Percentage %
1315	448	35%	370	334	36	90%

Table 2 Scheduled Overtime

Scheduled Overtime Hours	Overtime Explanation
29	Anthony Harlow worked heavy trash in April, and Riley days in October. 10-5 thru 10-7. Per Dan Worl
7	Bob Fink worked 5 with Annixter CT testing Group. @ at Hardees west to repair damaged Metering



Meter Department Report January 2019

Table 1 Non-Scheduled Overtime vs Scheduled Overtime

Total Non-Payments	Reconnects After Hours	Percentage Comparison %	Overtime Hours	Non-Scheduled Overtime	Scheduled/Other Overtime	Non-Scheduled Overtime Percentage %
66	39	59%	25	25	0	100%

Table 2 Scheduled Overtime

Scheduled Overtime Hours	Overtime Explanation



IMPA

INDIANA MUNICIPAL POWER AGENCY

City of Greenfield
PO Box 456
Greenfield, IN 46140-0456

Due Date: 3/18/2019	Amount Due: \$ 2,281,285.54
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Billing Period: January 1 to 31, 2019

Invoice No: INV0009358
Invoice Date: 2/14/2019

Summary of Charges	
Demand Charges:	\$ 1,403,585.13
Energy Charges:	\$ 877,700.41
Subtotal - Purchased Power Charges*:	\$ 2,281,285.54
Other Charges and Credits:	\$ -
Net Amount Due:	\$ 2,281,285.54

*Average Purchased Power Cost: 7.09 cents per kWh

Due Date: 3/18/2019	Amount Due: \$ 2,281,285.54
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Please do not pay, payment to be made by auto debit.
Questions, please call: 317-573-9955

Send ACH or Wire payments to:
PNC Bank
ABA# 071921891 (ACH) or ABA# 041000124 (Wire)
Bank Account 4803452201

- OR -

Send checks to:
Indiana Municipal Power Agency
P.O. Box 772880
Chicago, IL 60677-2880

Indiana Municipal Power Agency - Billing Detail
 City of Greenfield
 Billing Period: January 1 to 31, 2019

Due Date: 3/18/2019	Amount Due: \$ 2,281,285.54
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Demand						
Demand Information	kW	kvar	Power Factor	Date	Time (EST)	Load Factor
Maximum Demand:	63,170	6,916	99.41%	01/30/19	1000	68.49%
CP Billing Demand:	62,219	6,732	99.42%	01/30/19	1100	69.54%
kvar at 97% PF:		15,594				
Reactive Demand:		-				

Demand Charges	Rate	Units	Charge
Base Demand Charge:	\$ 24.698 / kW x	62,219	\$ 1,536,684.86
ECA Demand Charge:	\$ (2.450) / kW x	62,219	\$ (152,436.55)
Primary Voltage Charge - Less than 15 kV:	\$ 0.974 / kW x	19,853	\$ 19,336.82
Total Demand Charges:			\$ 1,403,585.13

Energy			
Energy Information	kWh		
Total Energy:	32,189,108		

Energy Charges	Rate	Units	Charge
Base Energy Charge:	\$ 0.030772 / kWh x	32,189,108	\$ 990,523.23
ECA Energy Charge:	\$ (0.003505) / kWh x	32,189,108	\$ (112,822.82)
Total Energy Charges:			\$ 877,700.41

Other Charges and Credits	
Other Charges and Credits	
Total Other Charges and Credits:	\$ -

History			
	Jan 2019	Jan 2018	2019 YTD
Max Demand (kW):	63,170	58,268	63,170
CP Demand (kW):	62,219	57,873	62,219
Energy (kWh):	32,189,108	32,749,153	32,189,108
CP Load Factor:	69.54%	76.06%	
HDD/CDD (Indianapolis):	1161/0	1238/0	

* Elmore: units adjusted by loss factors of 1.003 for demand & 1.002 for energy.
 Hasting: units adjusted by loss factors of 1.004 for demand & 1.004 for energy.

IMPA Delivery Point Details

City of Greenfield
Billing Period: January 1, 2019 to January 31, 2019

Delivery Point	Energy kWh	Individual Substation Maximum Demand				Demand at GREENFIELD's Maximum Peak on 01/30/19 at 1000 EST			Demand at IMPA's Coincident Peak on 01/30/19 at 1100 EST					
		Date & Time	Max kW	kvar at Max	kVA at Max	Power Factor	kW at Memb Max	kvar at Memb Max	kVA	Power Factor	CP kW	kvar at CP	kVA	Power Factor
TOTAL	32,189,108													
• Greenfield Elmore #1	5,581,242	01/30/19 at 2000 EST	11,252	997	11,296	99.61%	63,170	6,916	63,547	99.41%	62,219	6,732	62,582	99.42%
• Greenfield Elmore #2	3,300,571	01/30/19 at 1000 EST	7,091	476	7,107	99.78%	7,091	476	7,107	99.78%	6,976	462	6,991	99.78%
• Greenfield Hastings #1	8,771,579	01/15/19 at 1300 EST	14,877	3,339	15,247	97.57%	14,516	3,138	14,851	97.74%	14,241	3,122	14,579	97.68%
• Greenfield Hastings #2	3,240,788	01/30/19 at 1000 EST	7,995	1,417	8,120	98.47%	7,995	1,417	8,120	98.47%	7,923	1,446	8,054	98.38%
• Greenfield Riley #1	6,095,351	01/30/19 at 0900 EST	13,133	1,114	13,180	99.64%	12,163	1,085	12,211	99.60%	11,011	1,075	11,063	99.53%
• Greenfield Riley #2	5,011,832	01/09/19 at 1900 EST	11,405	-	11,405	100.00%	8,870	-	8,870	100.00%	8,842	-	8,842	100.00%
• Greenfield Solar	187,745	01/30/19 at 1100 EST	2,321	(167)	2,327	99.74%	1,298	(38)	1,299	99.96%	2,321	(167)	2,327	99.74%

•Meter Loss Adjustments

Delivery Point	Metered Units				Adjustment Factors			Adjusted Units			
	Energy kWh	kW at Memb Max	kvar at Memb Max	kVA at CP	Demand Loss Adj.	Energy Loss Adj.	Energy kWh	kW at Memb Max	kvar at Memb Max	CP kW	kvar at CP
Greenfield Elmore #1	5,570,102	11,203	835	10,872	792	1.0030	5,581,242	11,237	838	10,905	794
Greenfield Elmore #2	3,293,983	7,070	475	6,955	461	1.0030	3,300,571	7,091	476	6,976	462
Greenfield Hastings #1	8,736,632	14,458	3,125	14,184	3,110	1.0040	8,771,579	14,516	3,138	14,241	3,122
Greenfield Hastings #2	3,227,876	7,963	1,411	7,891	1,440	1.0040	3,240,788	7,995	1,417	7,923	1,446



Line Crew Department Report January 1st – January 31st

Table 1 Non-Scheduled Overtime vs. Scheduled Overtime

Total Overtime Hours	Non-Scheduled Overtime	Scheduled Overtime	Non-Scheduled Overtime Percentage %
126	126	0	100

Table 2 Causes For Non-Scheduled Overtime

Equipment Failure	Weather Related	Fire Related Calls	Human/ Other
17	103	0	6

Table 3 Scheduled Overtime

Scheduled Overtime Hours	Overtime Explanation
72	Plowed snow